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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ENERSAIN BELTRAN, as an individual and on behalf of all others similarly situated,

Plaintiffs,

vs.

THE ROOF MASTERS, INC., a California Corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 25CU021086C

[*Assigned for all purposes to the Hon. Gregory W. Pollack, Dept. C-71*]

DECLARATION OF PLAINTIFF ENERSAIN BELTRAN IN SUPPORT OF APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

Date: November 6, 2026
Time: 9:30 a.m.
Dept.: C-71

Action Filed: September 26, 2024
Trial Date: None Set

DECLARATION OF ENERSAIN BELTRAN

I, ENERSAIN BELTRAN, declare as follows:

1. I am an individual over the age of 18 and a named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action and PAGA action settlement ("Settlement") reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so. Because I do not speak or read English fluently, I was interviewed in Spanish for this declaration with the assistance of an interpreter, who reviewed it with me and translated its contents between English and Spanish.

2. I was employed by Defendant The Roof Masters, Inc. ("Defendant") as a non-exempt employee from approximately 2017 through approximately May 2025. During my employment with Defendant, I performed work at job sites throughout San Diego County, California, consisting primarily of removing, repairing, and replacing roofs.

3. During my employment, Defendant failed to maintain any daily timekeeping records for me or my coworkers. Instead, Defendant paid me a daily flat rate only, equal to eight hours per workday at my base rate of pay based on a scheduled 8-hour shift. At the end of each work week, Defendant's managers would simply call and send text messages to me to ask how many days I worked at a specific job site, and paid me based on those totals. I received this same daily flat rate for my wages, even when I actually worked over eight hours in a day or forty hours in a workweek. Additionally, Defendant regularly required me to engage in work activities outside of this predetermined 8-hour shift, including communicating daily with my supervisors and coworkers via my personal cell phone both before and after my scheduled shift times, and during my purported meal periods to discuss and perform required job duties, but did not pay me any additional wages for this time spent working. Further, Defendant did not allow me to take a meal period until a supervisor told me I could take a break. As a result, most of my meal periods started after I had already worked for more than five hours, or were interrupted before a full 30-minutes by my supervisors requiring me to get back to work. I also was never provided a second meal period even when I worked more than 10.0 hours in a single workday. Further, Defendant

never authorized me to take any additional 10-minute rest periods, regardless of how long my work shifts lasted. Finally, Defendant required me to remain on the jobsite and to carry and be responsive to my personal cellular phone at all times while on duty, including during any purported meal or rest periods. Defendant also required me to use my personal cell phone to communicate with supervisors about work duties, to purchase tools necessary for roofing including ladders, hand saws, nail guns, and rippers, and to use my personal vehicle to travel to worksites and between multiple jobsites, without reimbursing me for any of these necessary business expenses.

4. When I first filed my lawsuit, I understood that it had the chance to benefit Defendant's other workers by helping them recover money and penalties they were owed. I felt that Defendant was not following the law, and I wanted Defendant to comply with the law and treat its employees fairly. I feel that I have taken on a greater burden than the other settlement class members because I have been actively involved in the litigation since it began, and because it is my name that is attached to the lawsuit. Although I was aware that I would be filing a public lawsuit, I chose to move forward with the case anyway. Further, at the time that I filed this lawsuit, I was a current employee of Defendant, and I knew that there were risks with filing a lawsuit against my current employer. Through my efforts, Defendant has agreed to a settlement that will benefit current and former employees of Defendant, and I believe that I should be compensated for carrying the burden of this litigation for the benefit of the other employees.

5. I have been actively involved in this case since before it was even filed. Specifically, I searched for relevant documents for use in the lawsuit, provided factual information and relevant documents to my attorneys, had many phone calls with my attorneys to discuss the claims in the lawsuit and Defendant's practices, discussed the status of the case and general case strategy with my attorneys on multiple occasions, provided valuable input to assist my attorneys in preparing for mediation, provided informal discovery and documentation to Defendant, through my attorneys, in advance of mediation to help make sure mediation was productive and successful, made myself available during the mediation that lead to this settlement to answer questions posed by the mediator, reviewed and provided input regarding the settlement

in this case, and otherwise assisted my attorneys in moving this case towards resolution. I estimate that I have spent approximately 20 to 25 hours in total on these activities.

I declare under penalty of perjury under the laws of the state of California and the United States that the foregoing is true and correct. Executed on Sep 27, 2026 at Ca, California.

Enersain Beltran (Sep 27, 2026 18:05:59 PDT)

Enersain Beltran